

Superintendent's Contract

THIS AGREEMENT is made this ____ day of _____, by and between the BOARD OF EDUCATION, LONE STAR SCHOOL DISTRICT NO. 101 ("the Board"), and _____ ("Superintendent"), ratified by a resolution adopted at the regular or special meeting of the Board held on _____, and as found in the minutes of that meeting.

The Board and Superintendent, in consideration of the promises and the covenants herein specified, agree as follows:

1. Employment

- 1.1 Superintendent is hereby hired and retained from _____ to _____ as Superintendent of Schools for Lone Star School District No. 101, Otis, Colorado ("District").

The parties acknowledge that the term of this Agreement extends beyond one year which makes it a multiple-fiscal year financial obligation for which the Board is obligated to irrevocably pledge present cash reserves for the salary and benefits provided herein for the entire term of the Agreement, and it is understood by the parties that the Board agrees to make an irrevocable pledge of District cash reserves upon the adoption of the budget and appropriation resolution for the ___ fiscal year sufficient to fund the District's obligation under this Agreement and to hold sufficient moneys in reserve for payment of the District's obligation under this Agreement for all subsequent fiscal years in which this Agreement is in effect.

- 1.2 Automatic Renewal of Agreement. If the Board does not notify Superintendent in writing before February 15 of each year this Agreement is in effect that this Agreement will not be renewed, it shall be deemed that the Board has renewed this Agreement for one year extending from the termination date set forth in paragraph 1.1 above, or, if the termination date has been extended pursuant to the terms of this paragraph 1.2 (the "extended termination date"), one year from the extended termination date. Superintendent shall, by certified mail to each member of the Board or, as an alternative, placement of the topic on the Board agenda, remind the Board of the existence of this automatic renewal clause on or before December 15 of each year. Superintendent's failure to mail or provide the required notice shall invalidate the automatic renewal clause.

2. Professional Responsibilities of Superintendent

- 2.1 Duties. The duties and responsibilities of Superintendent shall be all those duties incident to the office of Superintendent as set forth in the job description and Board Policy, if any, those obligations imposed by state and federal law, and, in addition, Superintendent shall serve as the

executive officer of the District and perform such other duties as from time to time may be assigned to Superintendent by the Board.

- 2.2 Services. This Agreement is intended by the parties to be a full-time contract and Superintendent will devote her attention to the functions of Superintendent at all times during the term of this Agreement. It is not contemplated that Superintendent will ordinarily perform services on weekends or legal holidays. However, it is intended that Superintendent shall remain available on such days to meet the responsibilities of Superintendent on such occasions as are necessary.
- 2.3 Relationship to Board. The Board shall promptly refer all criticisms, complaints, and suggestions called to its attention to Superintendent for study and recommendation unless the Board determines that the welfare of the District, its students or its staff requires action inconsistent with this provision. Superintendent shall have the obligation, unless excused, to attend all Board meetings and District-created citizen committee meetings, serve as an *ex officio* member of all Board committees, and provide administrative recommendations on each item of business considered by each of these groups.
- 2.4 Outside Activities. Superintendent shall devote time, attention and energy to the business of the District. Participation in outside activities by Superintendent shall be subject to approval by the Board in its discretion where one-time requirements for such activities is anticipated to be substantial (e.g., conferences of two days duration or longer). Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties and obligations only with the prior agreement of the Board.

3. **Salary**

The District shall pay Superintendent a gross annual salary of \$_____, which includes all salary and benefits rolled into salary to be paid in equal monthly installments. Deductions authorized by law or Board policy shall be made from the monthly installments of the salary due to Superintendent. This salary may be increased from time to time by written addendum to this Agreement signed by each of the parties hereto. It is agreed, however, that by so doing, it shall not be deemed that the Board and Superintendent have entered into a new agreement or that the termination date of this Agreement has been in any way extended.

4. **Vacation/Leave**

The District agrees to allow 16 days of paid vacation plus normal school holidays per year earned during the contract period ending _____. The normal work schedule will be a four day week, with Mondays as needed or as scheduled in the school calendar. The Superintendent shall have no more than 24 days of accrued vacation at any time. Any days in excess of such amount shall be forfeited and shall not be compensated. In addition to the above, sick/personal leave will accrue to the Superintendent in accordance with Board Policies covering all employees of the School District.

5. **Licensure/Certification**

At all times during the term of this Contract, Superintendent shall hold a Colorado principal's license appropriate for superintendent of schools. The Board of Education hereby waives for Superintendent the requirement set forth in Board Policy CBA, "Qualifications and Duties of the Superintendent." that the Superintendent hold a type D Certificate with a Superintendent's endorsement. If at any time Superintendent fails to meet this requirement, this Agreement, without further action by either of the parties, shall thereupon be automatically terminated.

6. **Professional Liability**

6.1 Hold Harmless. The Board agrees that, to the extent it can legally do so, it shall defend, hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings at law or in equity (specifically excluding, however, any demand, claims, suits, action or legal proceedings brought against Superintendent by or on behalf of the District, and any criminal proceedings brought against Superintendent), in individual capacity or in official capacity as agent and employee of the District, provided the incident giving rise to the claim arose while Superintendent was acting in good faith and within the scope of Superintendent's employment and not willfully or wantonly.

6.2 Provision of a Defense. The obligations of the District pursuant to this Section 6 shall be conditioned on (a) prompt notification to the District by Superintendent of any claim known to Superintendent; (b) Superintendent's cooperation with the District and the District's legal counsel in defending the claim; and (c) Superintendent not compromising, settling, negotiating or otherwise similarly dealing with the claim without the express consent of the Board. In the event the District has provided a defense pursuant to this Section 6, and a court or other decision-making body having jurisdiction over the matter determines that the act or omission of Superintendent did not occur during the performance of duties hereunder and within the scope of the employment or that the act or omission was willful or wanton, Superintendent shall reimburse the District for reasonable costs of such

defense and any final judgment or award paid on Superintendent's behalf by the District.

- 6.3 Individual Liability of Board Members. In no event shall individual Board members be individually or collectively liable or responsible to Superintendent for defending or indemnifying Superintendent against such demands, claims, suits, actions, and legal proceedings.

7. **Applicable Law and Policy**

Notwithstanding and not as modification of any other specification or reference herein, this Agreement is subject to and includes all applicable laws of the federal and state governments and all duly adopted policies, rules, and regulations of the District as are in effect or become in effect during the term of this Agreement; and the Board specifically reserves the right to change such policies, rules and regulations at any time without prior notice.

8. **Termination of Employment Contract**

This Agreement may be terminated by:

- 8.1 Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.

- 8.2 Disability of Superintendent. Should Superintendent be unable to perform the duties and obligations of this Agreement, by reason of illness, accident or other cause beyond Superintendent's control and such disability exists for a period of more than sixty (60) days after the exhaustion of accumulated sick leave days, if any, and vacation days, if any, during any school year, or if such disability is permanent, irreparable or of such nature as to make the performance of Superintendent's duties impossible, the Board, at its option, may terminate this Agreement, whereupon the respective duties, rights and obligations of the parties shall terminate.

If a question exists concerning the ability of Superintendent to perform the essential functions of her position with reasonable accommodation, the Board may require Superintendent to submit to a medical examination, to be performed by a physician. The Board and Superintendent shall mutually agree upon the physician who shall conduct the examination. If the parties are unable to mutually agree upon a physician, a physician shall be designated by the Board president. The examination shall be done at the expense of the District. The physician shall limit the report to the issue of whether Superintendent has a continuing physical or mental disability, which prohibits performing the essential functions of the position with reasonable accommodation.

- 8.3 Discharge for Cause. Throughout the term of this Agreement, Superintendent shall be subject to discharge for good and just cause, which includes, but is not limited to, a material breach of this Agreement.

However, the Board shall not arbitrarily and capriciously dismiss Superintendent. In the event the Board believes that it has cause for dismissal as defined herein, Superintendent shall have the right to service of written charges, notice of hearing and a hearing before the Board. If Superintendent chooses to be accompanied by legal counsel at the hearing, said legal expenses shall be paid by Superintendent. In the event of a legally sufficient dismissal for cause hereunder, Superintendent shall not be entitled to any salary or other benefits (except payment for accrued vacation and any other previously vested benefits) beyond the effective date of Superintendent's termination and the District shall be relieved from further obligations hereunder.

8.4 Unilateral Termination by Board. The Board may unilaterally terminate this Agreement upon payment of a sum equal to the Superintendent's current base salary for one year. Except as set forth in this Section 8.4, unilateral termination shall not require the payment of other benefits provided Superintendent as a consequence of this Agreement. At the written request of the Superintendent within five (5) days following receipt of notice of separation from the Board, any payments required hereunder may be deferred or directed to be made in installments.

8.5 Death of the Superintendent. This Agreement shall automatically terminate upon death of Superintendent.

8.6 Unilateral Termination by Superintendent. Superintendent may, at her option, unilaterally terminate this Agreement only upon two months' prior written notice to the Board, during which two months the Superintendent shall continue to perform her obligations to the District. The Superintendent waives any right pursuant to law which would allow her to terminate this Agreement with less notice than required by this paragraph. In the event the Superintendent fails to provide the required notice or perform her duties during the notice period, she shall be obligated to pay liquidated damages to the District in the manner provided in C.R.S. § 22-63-202(2).

9. **Suspension of Superintendent**

The Board may, at any time, suspend Superintendent with pay and benefits and without prejudice for such purposes and period of time as the Board deems to be in the best interest of the District. In any case, Superintendent shall be notified in writing of reasons for the suspension.

10. **Notice**

Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

If to the Board, to:

President, Board of Education
Lone School District
44940 County Road 54
Otis, CO 80743

If to Superintendent, to:

11. **Miscellaneous**

11.1 This Agreement has been executed in Colorado and shall be governed in accordance with the laws of the State of Colorado in every respect.

11.2 Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this Agreement, the text shall control.

11.3 This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

11.4 This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter of this Agreement and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether written or oral.

11.5 If, during the term of this Agreement, it is found that a specific clause of this Agreement is illegal under federal or state law, the remainder of this Agreement not affected by such a ruling shall remain in full force and effect.

12. Binding Effect

This Agreement is one for personal services to be provided by Superintendent to the District only and may not be assigned.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names and in the case of the Board, by its President, to be effective on the day and year first written above.

BY:

President _____ Date _____

ATTEST:

Secretary _____ Date _____

Superintendent _____ Date _____

Seal of Lone Star School District 101